

Artists Publishing Contracts

Grant of Rights

- * Publishing contracts usually very complex. All publishing houses have contracts; negotiation often involved to be sure artists' rights are protected.
- * Standard contents: names of parties, date, and exact rights granted to the publisher.
- * "All rights" would give publisher exclusive rights in the work and images.
- * Reservation of some rights would protect artist for those uses.

Subsidiary Rights

- * These are uses after the original publication, such as abridgments, book club editions, first and second serializations in magazines, motion pictures, book recordings, and electronic rights.
- * Publishers often retain exclusive subsidiary rights in their contracts.
- * Must negotiate for right to share in these proceeds.

Reservation of Rights

- * At minimum, contract should contain a reservation of "all rights not specifically granted to the publisher to the artist."
- * Rights are often difficult to negotiate because of the power of the book publisher (depending on the reputation of the artist/author).

Manuscript

- * Delivery of manuscript/material normally required by certain date. Electronic version normally required, also.
- * Contract specifies what each party is responsible to deliver (e.g. illustrations only, photographs only, art plus title page and preface, etc.).

Royalties

- * The artist may sell artwork for a book for a flat rate or for royalties, a percentage of book sales.
- * Royalties usually a better alternative because then artist/author shares in book's success.
- * In a collaboration relationship when the illustrator or photographer is playing a subsidiary role, art contributions might be for a flat rate, with the author getting royalties.
- * Collaboration contract specifies sharing of income from book.

Royalties

- * Amount of royalty percentage varies with reputation of artist and author, market, and number of sales.
- * Royalty percentage normally rises with number of copies sold:
 - ⊕ Up to 5,000: 10%
 - ⊕ 5,000 - 10,000: 12.5%
 - ⊕ +10,000: 15%

Advances

- * Advances are paid to artist/author against royalties to be received at later time.
- * Might be one time advance upon signing, or 3 stage advance: signing, delivery of manuscript, and publication.
- * Artist would want a provision that the advance is non-refundable.

Duty to Keep Book in Print

- * Artist/author benefits from provision requiring the publisher to get the book out in a reasonable time (e.g. within one year) and to keep the book in print for a certain time.
- * If book goes out of print, artist should receive rights back to try to market it with another publisher.

Copyright Infringement

- * If the book is infringed, the publisher and all artists/authors must be involved in the lawsuit.
- * The artist/author must also warrant the originality of the material to the publisher. If it later is revealed that the book is plagiarized, the artist/author will be responsible for the publisher's damages.

Credits

- * Contracts should specify the nature of the artist's credit for work contributed to the book.
- * Depending on the rights given in the contract, the artist may not be entitled to credit for work without an express provision requiring it.

Publishing Agents

- * Book agents traditionally receive 10% of the monies due to an author. Some now want 12.5% to 15%.
- * The agent's job is to find a publication outlet for a book or, the case of an illustrator or photographer, match him/her up with an author for a collaboration.

Collaborations

- * Illustrators and photographers may collaborate with a writer on a publication.
- * In addition to the contract with the publisher, the collaborators should have a contract between themselves specifying the division of rights to and income from the work.